

STATE OF MONTANA TERM CONTRACT

DEPARTMENT OF ADMINISTRATION
PURCHASING BUREAU
165 MITCHELL BUILDING
HELENA MT 59620-0135
PHONE: (406) 444-2575 FAX: (406) 444-2529
www.mt.gov/doa/ppd/index.htm

T.C. #429-G

CAR RENTAL/MOTOR POOL OVERFLOW

This is a non-exclusive contract

CONTRACT PERIOD	FROM	January 1, 1998	CONTRACT YEAR	NEW ()
	TO	December 31, 1998		RENEW (X) 2nd
VENDOR ADDRESS	Enterprise Rent-A-Car 1521 North Montana Avenue Helena MT 59601		ORDER ADDRESS	Enterprise Rent-A-Car 1521 North Montana Avenue Helena MT 59601
ATTN:	Marshall Price, Ty Shope, John Nickman		ATTN:	
PHONE:	(406) 449-3400		PHONE:	
FAX:			FAX:	

PRICES ➤ See Text
DELIVERY ➤ See Text
F.O.B. ➤ N/A
TERMS ➤ Net 30 Days

REMARKS:

Contract pricing in effect at vendor's locations in Helena, Butte, Missoula, Bozeman, Great Falls, Havre, Billings and Kalispell.

For information regarding this term contract, please contact:

Thomas M. Gustin, Program Officer
Department of Administration
Purchasing Bureau
P O Box 200135
Helena MT 59620-0135

Phone: (406) 444-3312/Fax: (406) 444-5594
E-Mail: tgustin@mt.gov

THOMAS M. GUSTIN, Program Officer

AUTHORIZED SIGNATURE/DATE

STATE OF MONTANA - TERM CONTRACT
Standard Terms and Conditions

The following standard terms apply unless specifically stated otherwise within the term contract.

REFERENCE TO CONTRACT

The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract. Furnish all invoices in triplicate.

SHIPPING

Goods shall be shipped prepaid, F.O.B. Destination. In the event the terms specify F.O.B. Shipping Point, shipping charges will be prepaid and itemized as a separate line item on invoicing. Such shipments shall be via the least expensive way. The State reserves the right to refuse any C.O.D. delivery.

PAYMENT TERM

All payment terms will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. The State is allowed 30 days to pay such invoices.

TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

HAZARDOUS CHEMICAL INFORMATION

The contractor shall provide one set of the appropriate material safety data sheets and container label upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the OSHA "Hazard Communication Rule", 29 CFR 1910 and 50-78-101 through 50-78-402 MCA.

VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

NON-DISCRIMINATION

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Please provide as much advance notice as possible for requests.

HOLD HARMLESS/INDEMNIFICATION

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine if the contract has been complied with. The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

CONFORMANCE WITH INVITATION FOR BID/PROPOSAL

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the order as established by quotation from the contractor, shall be granted without prior written consent of the Purchasing Bureau. Goods delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the contractor's expense.

State agencies will place orders directly with the contractor during regular working hours. Orders may be placed by phone and will be confirmed with a written memo or purchase order. The agency will reference the term contract number on all purchase orders or correspondence pertaining to the contract.

Revised 02/98

CAR RENTAL/MOTOR POOL OVERFLOW

SCOPE

This document establishes a term contract to furnish State agencies with rental vehicles for the period from January 1, 1997 through December 31, 1997, with the possibility of an additional one-year renewal. There are no minimum purchasing obligations expressed or implied under this term contract. This is a non-exclusive term contract.

This contract will be used primarily when State agencies are unable to acquire vehicles from the State Motor Pool during times of peak usage. Other car rentals may be initiated at the discretion of the agencies.

CONTRACT RENEWAL

Bidder and the State of Montana, Purchasing Bureau, agree that this contract may, upon mutual agreement and according to the terms of the existing contract, be extended for one (1) year. Either party may terminate this contract by giving thirty (30) day written notice to the to the other party.

HIGHWAY CIVIL RIGHTS

Successful contract bidders or material suppliers must comply with the provisions of all appropriate federal laws including Title VI of the Federal Civil Rights Act of 1964. Any subletting or subcontracting hereunder by said successful bidder, or material supplier, subjects subcontractor to the same provisions of all appropriate federal laws including said Title VI of the Federal Civil Rights Act of 1964. In accordance with Section 207 of the Governmental Code of Fair Practices, Title 49, Chapter 3, MCA, the contractor agrees that the hiring of persons to perform work on this contract will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of sex, age, marital status, physical or mental handicaps, or national origin by the persons performing the contract.

TERM CONTRACT REPORTING/COMPLIANCE

Twice a year, the successful term contract holder(s) shall furnish to the State of Montana, Purchasing Bureau, a report of term contract usage. Each report shall contain rental information categorized by agency, detailing the number of rentals, days/mileage used, and total dollars expended. One report shall be due July 15, 1997 and the other report shall be due December 1, 1997.

Failure to provide timely or accurate reports or failure to perform per contract terms is justification for cancellation of the contract and/or removal of the supplier's name from the responsible bidders list.

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VENDOR REQUIREMENTS

INSURANCE

This contract includes as part of the daily rate, a zero-deductible, partial damage waiver for damages up to \$2,500.00. Damages in excess of \$2,500 will be processed through the State Risk Management and Tort Defense Division. **This will preclude the state from having to purchase personal accident insurance or optional supplemental liability insurance from the vendor.**

FUEL

Terms and conditions for fuel arrangements pertaining to the amount of fuel to be in the tank at the time of vehicle return, and subsequent charges for failure to meet said terms and conditions are stated below.

INVOICING

Unless other arrangements are made at the time the vehicles are picked up, the contractor will be required to invoice the individual agency directly for rental fees.

AGENCY REQUIREMENTS

Agencies will contact the vendor and request vehicles by indicating the type of vehicle needed, pick-up date and return date. Agencies will indicate if they intend to drive vehicles out of state and if additional persons will be driving the vehicle. Drivers will show proof of a valid drivers license when the vehicles are picked up by the agency.

VENDOR INFORMATION:

**ENTERPRISE RENT-A-CAR
1521 N. MONTANA AVENUE
HELENA, MT 59601**

(406)449-3400

**OTHER ENTERPRISE LOCATIONS IN MONTANA
TO BE INCLUDED IN THIS CONTRACT:
BUTTE, MISSOULA, BOZEMAN, GREAT FALLS,
HAVRE, BILLINGS, KALISPELL**

THE

**PARTIAL DAMAGE WAIVER AMOUNT:
WHEN
\$2,500 (INCLUDED IN DAILY RATE)**

DAYS/HOURS OF OPERATION:

MONDAY-FRIDAY, 8 AM - 6 PM
SATURDAY, 9 - NOON

CONTACT PERSON(S):

MARSHALL PRICE, TY SHOPE, JOHN
NICKMAN

FUEL CHARGES & CONSIDERATIONS:

VEHICLES MUST BE RETURNED WITH
SAME AMOUNT OF GAS IN TANK AS
CHECKED OUT

T.C.# 429-G

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CONTRACT PRICING:

VEHICLE TYPE & EXAMPLES

LUMINA, CORSICA, SKYLARK, TAURUS,
8-CENTURY, GRAND AM, CIERA
CAB TRUCKS

Daily Rate: \$37

Mileage Charges/Parameters:

200 FREE MILES/DAY, \$.21 OVER

VEHICLE TYPE & EXAMPLES

ASTRO VANS (ALL WHEEL DRIVE,
PASSENGER); 4X4 EXTENDED
(FORD, CHEVY, DODGE)

Daily Rate: \$57

Mileage Charges/Parameters:

200 FREE MILES/DAY, \$.30 OVER